



KNOLL LEIBEL ^{LLP}
ATTORNEYS AT LAW

May 26, 2023



ORIGINAL

VIA U.S. & E-MAIL ONLY: ndpsc@nd.gov

Steve Kahl
Executive Secretary
North Dakota Public Service Commission
State Capitol
600 E Boulevard Ave, Dept 408
Bismarck, ND 58505-0480

RE: In the Matter of the Application of SCS Carbon Transport LLC for
Certificate of Corridor Compatibility and Route Permit for the Midwest
Carbon Express
Case No.: PU-22-391

Dear Mr. Kahl:

Enclosed for filing please find the following documents:

1. Letter from James O. Rockstad with enclosures;
2. Declaration of Service.

This letter is being filed with the North Dakota Public Service Commission (hereinafter "NDPSC") on behalf and at the request of James O. Rockstad represented by Knoll Leibel LLP. James has a direct and substantial interest in these proceedings, as well as legal property rights which may be substantially affected by NDPSC's findings and conclusions.

Sincerely,

KNOLL LEIBEL LLP

Steven J. Leibel

steve@bismarck-attorneys.com

SJL: rmo

Enclosures

272 PU-22-391 Filed: 5/26/2023 Pages: 9
Letter from James O. Rockstad with enclosures

Knoll Leibel, LLP, on behalf of affected party James Rockstad
Steven J. Leibel

Steven J. Leibel, Partner

PO Box 858 · 1915 N. Kavaney Drive, Suite 3 · Bismarck, ND 58502-0858
Phone 701-255-2010 · Fax 701-255-1980 · Email steve@bismarck-attorneys.com · www.bismarck-attorneys.com

*James O Rockstad
Rockstad Enterprises
P. O. Box 7
Fort Ransom, North Dakota 58033
805-610-7623*

May 2, 2023

In Re: Carbon Solutions Pipeline

To all Concerned Parties:

Carbon Solutions wants to build a pipeline over land in Richland County that has been in our family close to 100 years! My folks managed to hang onto it in the dirty '30s and all the economic upheavals since then. We have been good stewards of the land over the many years. We planted hundreds of trees on it to keep it from eroding because it has fragile soil. In the next few years, we planned to put in drain tile. That will be impossible over a hazardous pipeline. During high water years, this land is prone to flooding. We have provided a drainage through the land that directs this water and eventually dumps it into the Sheyenne River.

I was in the Marine Corps in the late 60s and early 70s. We went through NBC Training, Nuclear, Biological and Chemical warfare. We learned from that if you want to kill somebody or a group of somebodies, CO₂ is a sure way to do it because it's a silent killer, odorless and invisible.

I was also in Alaska during the building of the Alaskan Pipeline. The engineers said that pipeline would never leak. To date, it has leaked eighteen (18) times! Most of that pipeline is above ground so a breach is easy to detect. A CO₂ pipeline placed underground has no method to detect a breach until its too late. Furthermore, an oil spill can be cleaned up. A CO₂ leak is lethal to all men, women, children and farm animals within two (2) to five (5) miles of the leak.

The Keystone Pipeline is another example of engineering that claimed it would never leak. It is 2,687 miles long and has experienced 22 leaks in twelve (12) years! Nearly two leaks per year!

Page 2

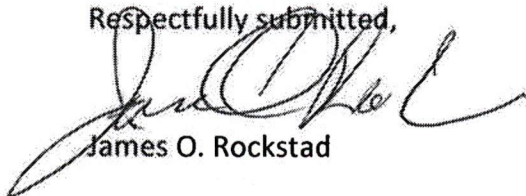
Rockstad/Summit Pipeline

The Alaskan Pipeline is much shorter at 800 miles than the proposed CO2 Pipeline at 2000 miles, which will proportionally increase the likelihood of leaks. These examples suggest at least two (2) potential leaks per year of a lethal toxin! Its not "if" it will leak, it is "when" and "where"!

I contacted my insurance carrier, State Farm Insurance, and I have submitted a letter from both of my agents indicating that State Farm will not cover any damage or liability caused by a leak or a rupture of the pipeline. Yet, Carbon Solutions wants us to bear the burden of liability and clean up for their pipeline for which they will receive compensation and tax credits.

The current pipeline route in my area of Richland County is near two farmsteads. Land values will be jeopardized and the security of a safe, clean environment will be gone. Given the proximity to farmsteads, the fragile nature of the land, erosion and drainage issues, and the potential for multiple leak incidents per year of a lethal toxin, we oppose this build and feel that locating this hazardous pipeline along the proposed route would be extremely dangerous and negligent.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James O. Rockstad', written over the typed name.

James O. Rockstad

- Enclosures: 1) E-mail from Courtney Morrow at State Farm regarding Farm Policy Coverage
2) Letter from Trudy Peterson at State Farm regarding Homeowners Policy Coverage



Fwd: Farm Policy coverage question

1 message

Jim Rockstad <rockstadjim@gmail.com>
To: Kathe Hustace <hustacek@gmail.com>

Thu, Mar 30, 2023 at 4:28 PM

----- Forwarded message -----

From: **Courtney Morrow** <courtney.morrow.k2wk@statefarm.com>
Date: Thu, Mar 30, 2023, 2:07 PM
Subject: Farm Policy coverage question
To: rockstadjim@gmail.com <rockstadjim@gmail.com>

Hi Jim,

State Farm's Farm policy will not cover any pipeline not owned by you. The pipeline company would have to be responsible for any spills, negligence, etc. Your farm policy will not provide you with any liability coverage related to the pipeline.

I attached a copy of the State Farm Farm policy for you to review.

Sincerely,

Courtney Morrow

 A picture containing person Description automatically generated

Courtney Morrow Ins. Agcy. Inc.

Courtney Morrow, State Farm Agent

License #: CA-0M06704 AZ-3000930873

NV-3567494 OR-30000947377

73 S Main Street, Templeton, CA 93465



State Farm Insurance

Po Box 168

416 Main St, Lisbon, ND 58054

Phone: 683-5105 Fax: 683-3289

Tracey.urbach.ssoe@statefarm.com

Dear Jim,

As per the conversation I had with Underwriter Brandon Wojcik on 3/29/2023

CO2 is considered a hazardous material and would be not covered based on Section I

Losses not insured item J in your homeowners policy page 14 & 15.

The following 2 pages are a copy of pages 14 & 15 of your homeowners' policy.

Sincerely,

A handwritten signature in blue ink that reads "Trudy Peterson". The signature is fluid and cursive, with a large initial "T" and "P".

Trudy Peterson
Producer

- (a) continuous;
 - (b) repeating;
 - (c) gradual;
 - (d) intermittent;
 - (e) slow; or
 - (f) trickling.
13. **Abrupt and accidental tearing asunder, cracking, burning, or bulging** of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system, or an appliance for heating water.
- This peril does not include loss:
- a. caused by or resulting from freezing; or
 - b. that occurs or develops over a period of time and is caused by or resulting from:
 - (1) condensation or the presence of humidity, moisture, or vapor; or
 - (2) seepage or leakage of water or steam that is:
 - (a) continuous;
 - (b) repeating;
 - (c) gradual;
 - (d) intermittent;
 - (e) slow; or
 - (f) trickling.
14. **Freezing** of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a household appliance.

This peril does not include:

- a. loss to a portable hot tub or portable spa unless **you** have used reasonable care to prevent freezing; or
 - b. loss on the **residence premises** unless **you** have used reasonable care to:
 - (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
 - (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the **building structure** at 55 degrees Fahrenheit or higher for coverage to apply.
15. **Abrupt and accidental damage** to electrical appliances, devices, fixtures, and wiring from an increase or decrease of artificially generated electrical current. **We** will pay up to \$3,000 under this peril for each damaged item described above.
16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass that is a part of a structure on the **residence premises**. **We** will not pay for loss or damage to the glass.
17. **Wild bears or deer**, meaning damage caused by wild bears or deer to property located in a **building structure**.

SECTION I – LOSSES NOT INSURED

1. **We** will not pay for any loss to the property described in Coverage A that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through m. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
- a. collapse, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Collapse**;
 - b. freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or

of a household appliance; or discharge, leakage, or overflow from within the system or appliance caused by freezing. This does not apply if **you** have used reasonable care to:

- (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
- (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the

- building structure** at 55 degrees Fahrenheit or higher for coverage to apply;
- c. freezing, thawing, pressure, or weight of water, ice, snow, or sleet, whether driven by wind or not, to:
 - (1) a swimming pool, hot tub, or spa, including their covers, filtration, and circulation systems; or
 - (2) an awning, fence, pavement, patio, foundation (including slabs, basement walls, crawl space walls, and footings), retaining wall, bulkhead, pier, wharf, or dock;
 - d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;
 - e. theft, vandalism, malicious mischief, or breakage of glass and safety glazing materials if the dwelling is a **vacant dwelling**;
 - f. seepage or leakage of water, steam, or sewage that occurs or develops over a period of time:
 - (1) and is:
 - (a) continuous;
 - (b) repeating;
 - (c) gradual;
 - (d) intermittent;
 - (e) slow; or
 - (f) trickling; and
 - (2) from a:
 - (a) heating, air conditioning, or automatic fire protective sprinkler system;
 - (b) household appliance; or
 - (c) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.
- We** also will not pay for losses arising from condensation or the presence of humidity, moisture, or vapor that occurs or develops over a period of time;
- g. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;
 - h. corrosion, electrolysis, or rust;
 - i. wet or dry rot;
 - j. contamination or pollution, meaning the presence, discharge, dispersal, seepage, migration, release, or escape of contaminants or pollutants at or from any source. This does not apply if the presence, discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.
- (1) Contaminants and pollutants include but are not limited to any:
 - (a) solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, asbestos, or lead;
 - (b) contaminants or pollutants resulting from any natural resource extraction activities; or
 - (c) fuel oil except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Fuel Oil Release**.
 - (2) **We** also will not pay for:
 - (a) losses arising from contamination or pollution caused by or resulting from defective building materials, nuclear substances, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed;
 - (b) the cost to extract contaminants or pollutants from land, water, or air, or the cost to remove, restore, or replace contaminated or polluted land, water, or air; or
 - (c) the cost of testing, monitoring, cleaning, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or assessing the effects of contaminants or pollutants;

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

IN THE MATTER OF THE APPLICATION
OF SCS CARBON TRANSPORT LLC FOR
A CERTIFICATE OF CORRIDOR
COMPATIBILITY AND ROUTE PERMIT
FOR THE MIDWEST CARBON EXPRESS
PROJECT IN BURLEIGH, CASS, DICKEY,
EMMONS, LOGAN, MCINTOSH,
MORTON, OLIVER, RICHLAND AND
SARGENT COUNTIES, NORTH DAKOTA

Case No. PU-22-391

DECLARATION OF SERVICE

[1] Rosanne Ogden declares that I am of legal age and not a party to this action, and that I served the following document(s):

- 1. Letter from James O. Rockstad with enclosures; and**
- 2. Declaration of Service.**

[2] On May 26, 2023, by sending a true and correct copy thereof by electronic means only to the following email addresses, to wit:

John Maurice Schuh Bar ID 08138
Special Assistant Attorney General
North Dakota Public Service
Commission
600 E. Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480
jschuh@nd.gov

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Fredrikson & Byron, P.A.
1133 College Dr., Ste. 1000
Bismarck, ND 58501-1215
lbender@fredlaw.com

Hope Lisa Hogan Bar ID 05982
Administrative Law Judge
Office Of Administrative Hearings
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hlhogan@nd.gov

Zachary Evan Pelham Bar ID 05904
Pearce Durick PLLC
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P.O. Box 400
Bismarck, ND 58502-0400
zep@pearce-durick.com

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jghamre@nd.gov

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Randall J. Bakke Bar ID 03898
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North Dakota Public Service
Commission
ndpsc@nd.gov

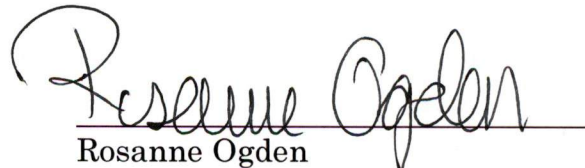
[3] and by sending the originals and seven (7) copies of said documents via U.S. Mail, at Bismarck, North Dakota with postage prepaid, to the following:

Steve Kahl
Executive Secretary
North Dakota Public Service Commission
State Capitol
600 E Boulevard Ave, Dept 408
Bismarck, ND 58505-0480

[4] The addresses of each party served are the last reasonably ascertainable e-mail address and post office address of such party.

[5] I declare, under penalty of perjury under the law of North Dakota, that the foregoing is true and correct.

Signed on the 26th day of May 2023 at Bismarck, North Dakota.


Rosanne Ogden